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62.09

1927

CONTRACT

BETWEEN

**California Seed Growers
Association, Inc.**

AND

**LIBRARY
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★ JAN 17 1928 ★

U. S. Department of Agriculture

D. N. Shoemaker

This Agreement, made in duplicate on..... 19....., by and
between California Seed Growers Association, Inc., of San Jose, California,
hereinafter called the SELLER, and..... of

.....hereinafter called the PURCHASER,

Witnesseth:

1. SELLER agrees to sell and deliver and PURCHASER agrees to accept and pay for the varieties of seeds in the amounts, at the prices as set forth in attached pages, and subject to the terms and conditions herein provided.

2. SELLER agrees to plant, or cause to be planted, during the season of 19....., an acreage of land which will produce, under normal conditions, an amount of seed of the varieties herein named which will be sufficient to enable the seller to deliver the quantities of the seeds herein contracted for; and the seller agrees to deliver as soon as possible after harvest, such seeds in good merchantable condition, as herein defined, F. O. B. California Terminal, containers extra at cost, and not returnable. The terms "in good merchantable condition" is defined as seeds properly cleaned for seeding purposes, approximately free from foreign seeds distinguishable by their appearance and of a germination equal to the fair average germination of the crop of the current year.

3. In case of partial or total failure of any or all crops planted, or caused to be planted by the seller for the purpose of producing the varieties of seeds herein named, or, in case of damage to, or destruction of the seller's seed stocks before planting, or to the products of such plantings, or to any seed through fire, accident or other casualty beyond seller's control, the seller shall be obliged to deliver, if at all, proportional quantities only, and, in any event, the seller shall have the right to reserve an amount of seed equal to that used in said planting.

4. Purchaser shall make payment for seeds delivered, by trade acceptance due and payable net 60 days from date of shipment, or by cash within 30 days from date of shipment, less a discount of $1\frac{1}{2}\%$. Purchaser shall pay interest at the rate of 7% per annum on any overdue payments of Purchase Price.

If, at any time, the financial condition of the purchaser becomes unsatisfactory to the seller, the purchaser agrees upon receipt of written notice to that effect, and upon demand of the seller, to pay for the seeds in advance of shipment, less a cash discount of $1\frac{1}{2}\%$, and if such payment is not made within ten (10) days from the receipt of such demand for payment, this agreement shall thereupon be deemed to be breached by the purchaser.

5. Except as herein otherwise expressly provided, the seller gives no undertaking or warranty express or implied, as to description, quality, productiveness, or any other matter of any seeds sold by it and will not be in any way responsible for the crop.

6. Purchaser's claims for shortages of deliveries must be made to seller immediately on receipt of shipment and all germination tests must be made and reported in writing (including telegram) by purchaser to seller within 15 days after receipt of shipment.

CALIFORNIA SEED GROWERS ASSOCIATION, INC.

GROWERS FOR WHOLESALE DEALERS

GARDEN SEEDS

SAN JOSE, CALIFORNIA

Jan. 10, 1927

D. N. Shoemaker

United States Department of Agriculture,
Washington, D. C.

Gentlemen:

In compliance with your request of
January 3rd, we enclose two copies of our Annual
Contract List, which we trust will prove satisfactory.

Yours truly,

CALIFORNIA SEED GROWERS ASSOCIATION, INC.

EK

Encl.

